

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W38XDD-3197-9178		PAGE 1 OF 41	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912P5-04-R-0001	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JOHN W. ANDERS		b. TELEPHONE NUMBER (No Collect Calls) 615-736-7912		6. SOLICITATION ISSUE DATE 24-Oct-2003	
9. ISSUED BY US ARMY CORPS OF ENGINEERS-9TH AV-W912P5 NASHVILLE DISTRICT-PO BOX 1070 110 9TH AVENUE SOUTH NASHVILLE TN 37203  TEL: FAX: (615)736-7124		CODE W912P5		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/ OFFEROR   TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		<b>SEE SCHEDULE</b>					
23. UNIT PRICE		24. AMOUNT					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		40. PAID BY	
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TRAINING CONTRACT FOR EAGLE PROGRAM FFP TRAINING CONTRACT FOR EAGLE PROGRAM PURCHASE REQUEST NUMBER: W38XDD-3197-9178	1	Lump Sum		

FOB: Destination

## Section C - Descriptions and Specifications

SECTION C  
STATEMENT OF WORK

## Nashville District Employees Achieving Greatness and Leadership Excellence (EAGLE)

1.0 The Nashville District, U.S. Army Corps of Engineers is seeking an accredited academic institution to develop a part-time individual skills and team member development curriculum for 16 Corps of Engineers employees. These employees may or may not be college educated and have experience levels ranging from newly hired to career employees with nearly 25 years of government service. Disciplines represented include science, technical, engineering, and administration. The overall objective of this program is to help these employees learn, grow, and develop so they can be effective team leaders and employees within the Corps of Engineers in general and the Nashville District in particular. This academic curriculum would be a component of the overall EAGLE Program which includes in-house training, briefings, and field visits. The base contract period is for the period beginning January 1, 2004, and ending December 31, 2004, with options to extend the contract as follows: OPTION YEAR I – January 1, 2005, through December 31, 2005; OPTION YEAR II – January 1, 2006, through December 31, 2006; OPTION YEAR III – January 1, 2007, through December 31, 2007.

## 2.0 PROGRAM DESCRIPTION AND DEFINITIONS

2.1 EAGLE PROGRAM document is included as Appendix A (see Section J of the solicitation).

2.2 A glossary of definitions is included as Appendix B (see Section J of the solicitation).

## 3.0 MANAGEMENT ELEMENTS OF THE EAGLE PROGRAM

3.1 Flexibility to capitalize on opportunities and additional learning experiences or information which occur throughout the year, although not anticipated in the original design of the year's developmental activities. Additionally, flexibility is needed to be able to address the specific needs of the selected candidates.

3.2 Continuity from one learning activity to another which is provided by the Contract Program Administrator who personally participates in all the key EAGLE Program activities and brings together learning from separate activities into a cohesive whole. Lessons learned from one year to the next help overcome program design weaknesses and build on EAGLE Program strengths.

3.3 Development simultaneously at three levels:

- a) Internal to the person.
- b) Interpersonal among classmates and project teammates; and
- c) Organizational throughout the Nashville District which is headquartered in Nashville, Tennessee

The outcomes of this simultaneous development include:

1. Heightened awareness of one's strengths and weaknesses as they pertain to team leadership and individual skills.

2. Development and refinement of skills necessary to be an effective team leader, such as interpersonal communication, conflict management, motivation, situational leadership, stress management, values and ethics, management of change, budgeting, and related topics.

3. Enhanced knowledge of how to be an effective team player.

4. Greater insight into the visions, values, missions and culture of the Nashville District and the Corps of Engineers.

3.4 Design elements which have proven successful in other similar programs are listed below. Contractors may propose other effective approaches to leader/manager development.

3.4.1 College level class sessions which provide a variety of contemporary leadership and management concepts presented by leading professionals in their fields.

3.4.2 A partnership of responsibilities between the Contract Program Administrator, Corps of Engineers EAGLE Steering Committee, supervisors, and the Nashville District executive leadership illustrated through sharing the responsibilities for speakers, activities, time and resources, and emotional and technical support.

3.4.3 A minimum of four guest speakers from outside of the Corps of Engineers providing a variety of points of view from successful leaders.

3.4.4 A schedule/calendar of proposed events or class topics should address activities associated with the proposed program.

3.4.5 A ½ day EAGLE Program orientation/goal-setting session held to initiate the program. This session will be held at least two weeks prior to the beginning of the formal classroom instruction. The meeting is conducted jointly by the Contract Program Administrator and the EAGLE Steering Committee and/or EAGLE Program Manager and EAGLE Program Administrator. Topics to be discussed include:

a) Introduction of Contract Program Administrator, EAGLE Steering Committee, EAGLE Program Manager, and EAGLE Program Administrator.

b) Roles and responsibilities of the class members, Contract Program Administrator, and EAGLE Program Manager and Administrator.

c) Discussion of proposed curriculum.

d) Calendar of Events – Time Commitments.

e) Background information on diagnostic tools used in the classroom.

f) Question and Answer session.

3.4.6 Clear, candid, constructive feedback provided in confidential counseling sessions by the Contract Program Administrator to the class members. The objective is to help the class members gain insights into their progress regarding leadership strengths and weakness, in order to build on the strengths and overcome weaknesses which, if not corrected, might adversely influence their effectiveness as team leaders. Feedback will also analyze employee individual skills and weaknesses and provide suggestions on needed improvements. The Contract Program Administrator is expected to provide at least one in-depth counseling session with each class member.

3.4.7 Readings from classic and contemporary literature on leadership and individual and team building skills (See Appendix D Section C).

3.4.8 EAGLE Program activities designed in a manner which provides sufficient time for group process development, for varying personality styles to gather and synthesize information and experiences, and for practice in using new behaviors and/or techniques.

#### 4.0 MISCELLANEOUS CONDITIONS AND ISSUES

4.1 Once a Contract Program Administrator have been accepted, substitution of the Contract Program Administrator shall only be made with the written approval of the Contracting Officer. Contracting Officer's disapproval of substitute Program Administrator(s) may result in termination of contract award.

4.2 Entrance and exit interviews shall be conducted with each of the class members by the Contract Program Administrator. These interviews are held to ascertain class member's needs and expectations prior to beginning the program and counsel class members on progress and achievements after completing the program and graduating.

4.3 At the conclusion of the program, the Contract Program Administrator shall provide each candidate with a certificate of completion suitable for framing along with a graduation ceremony including a meal for the class members, Program Manager and Assistant Program Manager.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
252.204-7004	Required Central Contractor Registration	NOV 2001

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

The significant evaluation factors for this Solicitation are Technical, Past Performance, and Price.

Technical and past performance, when combined, are slightly more important when compared to price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

\_\_\_(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_(ii) Alternate I to 52.219-5.

\_\_\_(iii) Alternate II to 52.219-5.

\_\_\_ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

\_\_\_ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

\_\_\_(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_(ii) Alternate I of 52.219-23.

\_\_\_(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

\_\_\_ (12) 52.222-26, Equal Opportunity (E.O. 11246).

\_\_\_ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

\_\_\_ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

\_\_\_ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

\_\_\_(16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

\_\_\_ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_(18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

\_\_\_\_(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

\_\_\_\_(ii) Alternate I of 52.225-3.

\_\_\_\_(iii) Alternate II of 52.225-3.

\_\_\_\_(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

\_\_\_\_(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

\_\_\_\_(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

\_\_\_\_(24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

\_\_\_\_(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

\_\_\_\_(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

\_\_\_\_(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

\_\_\_\_(28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

\_\_\_\_Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

\_\_\_\_(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

\_\_\_\_(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

\_\_\_\_(3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

\_\_\_\_(4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.



(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

#### 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2002)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

\_\_\_ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

\_\_\_ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

- \_\_\_\_ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)
- \_\_\_\_ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- \_\_\_\_ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- \_\_\_\_ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).
- \_\_\_\_ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- \_\_\_\_ 252.225-7012 Preference for Certain Domestic Commodities (APR 2002) (10 U.S.C. 2533a).
- \_\_\_\_ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).
- \_\_\_\_ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).
- \_\_\_\_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (\_\_\_\_Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
- \_\_\_\_ 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- \_\_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
- \_\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
- \_\_\_\_ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).
- \_\_\_\_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (\_\_\_\_Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- \_\_\_\_ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- \_\_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- \_\_\_\_ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- \_\_\_\_ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (\_\_\_\_Alternate I) (MAR 2000) (\_\_\_\_Alternate II) (MAR 2000) Alternate III) (MAY 2002) (10 U.S.C. 2631).
- \_\_\_\_ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

**TABLE OF CONTENTS**

**APPENDIX A – BOOKLET, “EMPLOYEES ACHIEVING GREATNESS AND LEADERSHIP EXCELLENCE (EAGLE) PROGRAM**

**APPENDIX B – GLOSSARY OF DEFINITIONS**

**APPENDIX C - SAMPLE CALENDAR OF CLASS TOPICS**

**APPENDIX D - READING LIST**

**APPENDIX A**

**Nashville District**

**Employees Achieving Greatness & Leadership Excellence  
(EAGLE) Program**

**30 January 2003**

**TABLE OF CONTENTS**

Overview .....	Page 2
Background.....	Page 2
Goals.....	Page 3
Target Audience .....	Page 3
Program Features .....	Page 3
Group Size	
Duration	
Program Management	
Program Components .....	Page 5
Orientation	
Core Training Curriculum	
District Leadership/Management	
District Office/Field Visits	
Funding.....	Page 6
Application Procedures.....	Page 6
Selection Process .....	Page 7
Equal Employment Opportunity .....	Page 8
Timetable .....	Page 8
Application .....	Page 9

## **OVERVIEW**

The Nashville District Development Program, Employees Achieving Greatness & Leadership Excellence (EAGLE), is a part-time, seven-month long, multi-faceted individual and team member development program. The EAGLE program includes four components: district orientation (District and Division Command briefs, Strategic Business Plan, New Employee Brief), generic skills (communication, self-development, interview techniques) career management, and leadership skills (team building, conflict resolution, time management). The training will be both internal and external to the district and will include site visits both in the district office and field projects. The dates of proposed EAGLE classes are included in the guide. They can be found on page 8 under the heading of Timetable. This will enable candidates to coordinate EAGLE classes with their work schedules, and possibly avoid conflicts in their work schedules.

## **BACKGROUND**

The EAGLE program was designed in direct response to the need to systematically develop the individual and team member skills of the Nashville District's employees. The EAGLE program focus is to create an effective environment for teamwork at the District and concentrate its efforts on individual and team member skills. The Employee Survey conducted in 1998 identified a need for training to assist employees in the developing basic skills. The commitment of the Commander and District executives to individual and team member development is reflected in the direct involvement of these leaders in many components of the EAGLE program.

## **GOALS**

Enhance understanding of human behavior and interpersonal relations and create the type of climate essential for effective teamwork at the Corps of Engineers.

Learn skills needed to perform more effectively with professional confidence.

Develop awareness and understanding of the visions and values of current Corps of Engineers leaders and managers.

Assist the EAGLE program participants in clarifying and establishing their own values.

Provide a forum for team members to exchange ideas, understandings, and appreciation for organizations and disciplines within the District.

Foster group dynamics among participants which will improve communication with the District across organizational lines.

Foster the goals of the District's Equal Employment Opportunity Program.

## **TARGET AUDIENCE**

The target audience for the EAGLE Program includes Nashville District permanent employees in full, part-time, or seasonal positions.

## **PROGRAM FEATURES**

### **GROUP SIZE**

No more than sixteen employees, selected from among field activities and the District Office, participate on a voluntary basis in the EAGLE program. Two participants will be from the General & Administrative Office (which encompasses EO, XO, HR, IR, LM, OC, PA, SO, CT, IM, and RM); no more than two participants from Engineering Construction Division; no more than 10 participants from Operations Division; no more than one participant from Real Estate Division; and no more than 1 participant from Planning, Programs, and Project Management Division.

The schedule of program activities will be tailored to meet the group and individual needs of selected participants, taking into consideration their duty stations. Periodic travel to Nashville to participate in program activities will be required.

### **DURATION**

The program spans a 7-month period, beginning in May and concluding in November. Employees participate on a part-time basis while assigned to their regular positions. Among the major activities that may be covered:

An orientation session.

46 hours of district-led training.

48 hours of college-level training.

Correspondence and computer courses – Action Officer’s course and Internet based computer training.

16 hours of field and district office visits.

2 hours Performance Standards training by Civilian Personal Operations Center (CPOC) – Huntsville.

8 hours job assistance workshop by the Ft. Campbell Army Career and Alumni Program.

4 hours job skill training by International Brotherhood of Electrical Workers (IBEW) Union.

Closing retreat for reflection.

Participants will be typically away from their work areas an average of two days per month. In addition, participants can expect to contribute approximately 80 hours of their own time for evening meetings, course work, reading and studying.

### **PROGRAM MANAGEMENT**

The Deputy District Commander manages the EAGLE program and appoints a program administrator to oversee the program. Upon graduation each year, an assistant is chosen from the current class.

The Commander appoints the EAGLE Steering Committee.



The EAGLE steering committee conducts the lottery and reviews selections. They will also determine the number of participants.

The program administrator organizes, locates, schedules, and evaluates training activities.

## **PROGRAM COMPONENTS**

### **ORIENTATION**

The program's activities begin with a half-day orientation. The orientation provides an opportunity for the participants, the District Commander, Deputy District Commander, members of the EAGLE Steering Committee, and the program administrator to get acquainted and to discuss respective roles and responsibilities. The participants have an opportunity to identify their expectations for the program and begin developing the norms and structures that will help them function as a team. They also begin planning the group's training schedule.

### **CORE TRAINING CURRICULUM**

Participants will have input in determining which special projects will be studied. The curriculum can be college, in-house, Army, or privately taught courses. The following is a list of potential topics:

Interpersonal Communications

Decision Making

Managing Change

Performance Appraisals/Standards

Coaching/Counseling/Mentoring Skills

Building Effective Team Skills

Conflict Management and Resolution

Ethics

Presentation Techniques

Self-Development

Interview Skills/Techniques

Diversity Training

Technical Training (CEFMS, VISA, PPI, travel, contracting, etc.)

RESUMIX/How to write a resume

Career Programs

Corps/Division/District Orientation

In addition to this core curriculum, each participant may request some elective courses with the program's objectives.

### **DISTRICT LEADERSHIP/MANAGEMENT**

The Commander and staff provide special briefings on topics of interest and conduct round table discussions with the participants. As events permit, participants will participate in district activities.

### **DISTRICT OFFICE/FIELD VISITS**

To gain a better appreciation for the district office and field operations (particularly for those who have worked only in the district office or at a field location), the participants will visit construction and operating project offices along with visits to different district offices. Two days are spent on community service projects. The class will be able to choose which projects they would like to participate in.

### **FUNDING**

The District Training Committee arranges funding for tuition. Nominating organizations fund salaries and some costs associated with attendance and site visits. All qualified employees will be considered for this training without regard to funding considerations in their organizations.

### **APPLICATION PROCEDURES**

Employees in the target audience wishing to participate in the EAGLE program must submit a completed application through supervisory channels, to the EAGLE Program Assistant Administrator by the date in the milestone chart.

Part 1: Statement of interest in EAGLE Program, discussing why they want to be a participant in the Nashville District EAGLE Program. This portion of the application will be used to help your supervisor determine whether this training program meets your needs and the needs of the organization.

Part 2: Certificate of Understanding by Applicant, agreeing to fully participate in all EAGLE program activities as described in the program outline, acknowledging an understanding that participation in this program may require devoting a certain amount of off-duty time.

Part 3: Certificate of Understanding by Applicant's Supervisors, acknowledging review of the employee's record, their belief that the training would benefit the individual and the organization, and understanding that the nomination carries with it a commitment to adjust employee's schedule to permit full participation in all formally scheduled EAGLE program activities.

### **SELECTION PROCESS**

The EAGLE Steering Committee will serve as a selection panel. They will:

Review all applications for completeness and place-completed application in lottery.

Randomly draw candidates from all completed applications with no more than one name drawn from each of the following organizations until 18 names are selected. The organizations are General and Administrative Offices (CT, IM, RM, EO/HR/IR/LM/OC/PA/SO/XO), Engineering Construction Division (EC), Operations (OP), Real Estate Division (RE), and Planning, Program and Project Management Division (PM). If 18 names cannot be drawn within

the organizational limits, additional organizational separations will be considered, without an individual office element providing more than one candidate.

Review the 18 names based on the EEO statement below.

Release the names of the 16 primary and two alternate candidates.

### **EQUAL EMPLOYMENT OPPORTUNITY**

All members of the target audience will receive consideration for this developmental opportunity without regard to race, religion, color, national origin, sex, age, handicapping conditions, marital status, political affiliation or any other non-merit factor.

### **TIMETABLE**

<b><u>ACTIVITIES</u></b>	<b><u>DATES</u></b>
Opening for Applications	3 February
Application Deadline	3 March
Lottery (Steering Committee)	10 March
Selections announced	14 March
Entrance Interviews	To be determined
Orientation Session	To be determined
Class Dates	To be determined
Program Graduation	To be determined
Exit Interviews	To be determined

All applicants must understand that if selected for the EAGLE program, they will be expected to participate in all EAGLE program events – no exceptions.

**APPLICATION**

All parts of the application must be completed to be eligible for participation in the EAGLE program. Turn completed application into EAGLE Program administrator.

---

***Part 1: Statement of interest in EAGLE Program.***

Instructions: Discuss why you want to be a participant in the Nashville District EAGLE Program and what you expect to gain. Also, please explain how your participation will benefit yourself and the organization. (This portion of the application will be used to help your supervisor determine whether this training program meets your needs and the needs of the organization.)

***Part 2: Certificate of Understanding by Applicant.***

I agree to fully participate in all EAGLE program activities as described in the program outline. I understand that my participation in this program may require devoting a certain amount of my own time for meetings, studying, working on team projects, etc.

Applicant's Printed Name \_\_\_\_\_

Applicant's Office Symbol \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Part 3: Certificate of Understanding by Applicant's Supervisors.***

I reviewed the employee's record, discussed the goals of the EAGLE program, and believe the training would benefit the individual and the organization. I fully understand that the nomination of an employee to the EAGLE program carries with it a commitment to ensure that the employee's work schedule will be adjusted to permit full participation in all formally scheduled EAGLE program activities. I also understand that participation in EAGLE program may require TDY to the classroom training area, the District Office, or to other areas for site visits or other activities.

Immediate Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Second Level Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX B

## GLOSSARY OF DEFINITIONS

1. **Contract Program Administrator:** This individual administers all aspects of the day-to-day operation of the Employees Achieving Greatness and Leadership Excellence (EAGLE) Program for the contractor and is responsible for: program planning, development, and administration; coaching, counseling and advising class members; facilitating EAGLE activities; maintaining liaison with the EAGLE Committee; and evaluating the effectiveness of the EAGLE training modules.
2. **Construction Offices:** The Nashville District Corps of Engineers (Corps) is responsible for civil works construction activities which are administered through construction offices. Examples: Nashville Resident Office, Upper Cumberland Area Office.
3. **Commander:** The “Chief Executive Officer” for the Nashville District Corps of Engineers is a Lieutenant Colonel who is known to his staff as the Commander and to the general public as the District Engineer.
4. **Executive Leadership:** this term is used to refer to the Chiefs of the Division and separate offices which comprise the Nashville District Corps of Engineers. Examples would be the Chief, Construction-Operations Division; Chief, Real Estate Division; and Chief, Contracting Division. There are 20 executive level leaders in the Nashville District.
5. **EAGLE Program Steering Committee:** This committee consists of representatives from throughout the Nashville District who develop the overall goals, objectives, and guidelines for the EAGLE Program. The EAGLE Committee is the overall point of contact for the Contract Program Administrator, and provides advice and assistance to the Contract Program Administrator. The EAGLE Committee also serves as the link between the executive leadership, the class members, and the Contract Program Administrator. The EAGLE Committee provides advice and assistance to the candidates and evaluates all phases of the EAGLE Program. (The EAGLE Program Manager and/or the EAGLE Program Administrator may represent the Committee during meetings, discussions, etc.)
6. **EAGLE Program Class Members:** Class members are Nashville District employees who have applied for and been selected to participate in the EAGLE Program. These employees may or may not be college educated and have experience levels ranging from newly hired to career employees with nearly 25 years of government service. Disciplines represented include science, technical, engineering, and administration.
7. **EAGLE Program Announcement:** Each year the application window for the EAGLE Program is announced to all employees through the District Digest, e-mails, and similar methods.
8. **Lakes and Rivers Division:** The Nashville District reports to the Lakes and Rivers Division, which in turn reports to Headquarters, U.S. Army Corps of Engineers (see Appendix F).
9. **Operating Project Office:** The Nashville District operates projects such as dams and locks. These are referred to as operating projects. Examples: Old Hickory Lock and Dam, Cordell Hull Powerplant.

10. Nashville District: The Nashville District Corps of Engineers conducts environmental and engineering studies, prepares designs for, and constructs civil works facilities; operates and maintains flood control and hydropower projects; administers the laws for protection and preservation of navigable waters and wetlands of the United States; acquires, manages, and disposes of civil works real estate; and performs emergency natural disaster services and other functions assigned by law.

11. U.S. Army Corps of Engineers (Corps): The Corps of Engineers is responsible for a wide range of civil and military engineering missions that include water resources management and design, and construction of a variety of structures. The agency employs approximately 40,000 and is headquartered in Washington, DC. The history of the Corps is highlighted by such accomplishments as construction of the Panama Canal, development of the first atomic bomb, and construction of the St. Lawrence Seaway.

## APPENDIX C

## SAMPLE CALENDAR OF CLASS TOPICS

June	Communication
	Basic Skills
	Self Assessment
	FIRO-B
	Myers Briggs Type Indicator
July	Self-Development Techniques
	Stress Management
	Time Management
August	Leadership
	Styles of Leadership
	Motivation
	Organizational Skills
September	Leadership
	Decision Making
	Managing/Adapting to Change
October	Team Building
	Group Dynamics/Interpersonal Relationships
	Understanding/Managing Conflict
November	Team Communication Skills
	Public Speaking Skills
	Presentation Skills and Techniques

APPENDIX D  
EXAMPLE READING LIST

Working Together, by Olaf Isachsen, PhD and Linda V. Berens, PhD

Reach for the Summit by Pat Summitt

Are We Communicating by Donald Walton

The Eagle's Secret, by David McNally

Who Moved My Cheese, by Spencer Johnson, M.D.

TO DO...DOING...DONE! BY Snead & Wycoff

The Platinum Rule, by Anthony Alessandra

ASSESSMENT

Myers Briggs Type Indicator  
Managing Conflict Constructively  
Conflict Style Inventory  
Time Mastery Profile



## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

252.212-7000 Offeror Representations and Certifications- Commercial Items NOV 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

## (5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ☐ ) is, ( ☐ ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ☐ ) has, ( ☐ ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

-----  
-----  
-----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

-----  
-----  
-----

Country of Origin

-----  
-----  
-----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

-----  
-----

Listed Countries of Origin

-----  
-----

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)



## Section L - Instructions, Conditions and Notices to Bidders

### ELEMENTS TO INCLUDE IN YOUR PROPOSAL:

Structure your proposal in the format provided in this section (i.e., address each topic in the exact order it is presented below).

#### PROGRAM MANAGEMENT AND PROGRAM

##### 1. Contract Program Administrator .

- a. We believe that the Contract Program Administrator is of paramount importance to the success of the program. Provide experience and credentials of the individual identified as the lead for program implementation.
- b. Describe why your Contract Program Administrator would be particularly sensitive to and effective in defining and resolving the needs and deficiencies of individual class members. Going beyond the basics of leadership and individual skills, explain how the Contract Program Administrator is equipped to address issues of human resource sensitivities and dynamics, coaching/counseling class members in their development and achievement, dispute resolution and group interaction. Finally, describe the qualifications and experience of the Contract Program Administrator in helping the class members reflect and learn from their own experiences and apply classroom theories to their work at the Corps of Engineers.
- c. State specific experience and credentials for the Contract Program Administrator in managing long-term training programs for early to mid-career adults.
- d. State specific experience and credentials for the Contract Program Administrator addressing leadership and individual skills development involving federal agency/Corps of Engineers programs.

##### 2. Proposed Program – state specific merits and potential of the proposed program to meet Nashville District Corps of Engineers objectives.

- a. Provide curriculum outline for 48 hours (no more than 12 hours, normally, to be conducted during any single month) of formal team building and individual employee skills training. The curriculum shall consist of approximately 16 hours of instruction in the development of generic skills and 32 hours of instruction on leadership skills. The generic skills curriculum shall include sessions on basic communication skills and self-development techniques. Stress management and time management shall be included in the self-development curriculum. At a minimum, the leadership skills curriculum shall include sessions on team building and decision-making skills, strategic planning, interpersonal relationships, organizational skills, conflict management and resolution, managing change, public speaking and oral presentation techniques, etc. The curriculum shall include diagnostic tools such as the Myers-Briggs Type Indicator®, FIRO-B™, etc.

Classes should generally be scheduled as follows, though contractors may propose other schedules:

8:00 a.m. – 12:00 p.m.	Instruction
12:00 p.m. – 1:00 p.m.	Working lunch
1:00 p.m. – 5:00 p.m.	Instruction

Specify progressive goals and objectives, and target dates. Actual topics will be based on the needs of the class members and dates will be negotiated upon final acceptance of a program proposal. Class members may not be scheduled into regularly scheduled university classes. Classes may not be taught on video-tape or through remote methods. Length of formal

classroom modules will vary depending on subject coverage, time required for mastery, beneficial mix of developmental methodologies, and scheduling preferences of the class members and Contract Program Administrator. Discuss the balance between lecturers and group discussions that you propose.

- b. Submit a calendar of major EAGLE Program activities using projected dates (See Appendix C for example).
  - c. Give an indication of the types (or specific names) of speakers that will be utilized for the classroom sessions (i.e., which speakers will be associated with which sessions). Include your proposed mix of representatives from business, government, industry, universities, as well as the specific backgrounds of the selected individuals with summary biographies of proposed speakers/lecturers. In addition, provide a summary paragraph that explains what this individual brings to the specific topic at issue.
  - d. Other training (readings, tests, software, etc.). Provide a listing of readings and books on leadership and individual development skills (See Appendix D for an example of readings that could be used). The Contracting Officer approves the final list of readings. Discuss where and how these would be inserted into the program and what sort of group discussions would accompany such readings, etc.
  - e. Provide a brief description of the methods you would use to assess the leadership and training needs of the class members and how learning activities would be structured and administered. Identify proposed diagnostic tools.
  - f. Include documentation to support proposed coaching, counseling, and advising techniques.
3. Describe your organization's experience/capability in managing similar programs.
- a. Provide examples of program administration of long-term training for early to mid-career adults.
  - b. Provide examples of involvement specifically in leadership/individual skills training.
  - c. Provide proof of your accreditation as an academic institution.

#### PAST PERFORMANCE

A minimum of three references with experience of like or similar work within the past three years should be included along with the company/organization name, point of contact name, telephone number and fax number.

#### PRICING

1. Schedule of pricing should consider the following:
  - a. Time involved in developing, planning, and administering these phases of the EAGLE Program.
  - b. Consulting time with the Corps of Engineers EAGLE Steering Committee and/or Program Manager or Administrator. Allow at least four hours of consulting time with the EAGLE personnel prior to the orientation session. On a monthly basis, the Contract Program Administrator is expected to meet with Corps personnel at the Estes Kefauver Building for at least one hour to provide a status report on EAGLE activities and to address concerns, resolve problems, or obtain guidance from the Corps personnel.
  - c. Time involved providing instruction as well as costs for subcontracting of instructors, lecturers, and guest speakers for the initial orientation and formal classroom training.

- d. Catering and space facilities fees for lunch in conjunction with classroom activities at least once a month during June to December for the class members and invited guests, for an average of 25 meals per month.
- e. All materials, books, diagnostic tools, and training aids. These costs should be reflected in the price of each line item in Section B.
- f. Meeting space for the ½ day EAGLE Program Orientation/Goal Setting session.
- g. The costs of mailing, clerical, telephone, office space, facilities, and any other overhead expenses associated with instruction and administration of the program.

**COSTS TO BE BORNE DIRECTLY BY THE U.S. ARMY CORPS OF ENGINEERS WHICH NEED NOT BE INCLUDED IN CONTRACTOR PROPOSALS**

- a. Travel and per diem of Corps of Engineers employees for approved EAGLE Program activities outside the Nashville area.
- b. Travel and per diem for the Contract Program Administrator, by invitational travel order, when accompanying the candidates on field trips, at government-allowed travel and per diem rates.
- c. Transportation of Corps of Engineers employees within the Nashville commuting area for approved EAGLE Program activities.
- d. Paper, pens, pencils, three-ring binders, and similar common use student supplies.
- e. Use of the U.S. Army Corps of Engineers inter-office mail system, with advance approval of the EAGLE Program Manager.
- f. Use of the Corps of Engineers facilities such as meeting rooms and audio-visual equipment, with advance approval of the EAGLE Program Administrator for special meetings.

**CLAUSES INCORPORATED BY FULL TEXT**

**52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)**

**(a) Definitions. As used in this provision--**

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and

subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

e. For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

## Section M - Evaluation Factors for Award

### EVALUATION FACTORS FOR AWARD

1.1 GENERAL: This section provides specific information regarding evaluation factors that will be considered during technical proposal review.

1.2 METHOD OF PROCUREMENT: The Nashville District, Corps of Engineers intends to procure this service requirement from an accredited institution on a competitive basis in accordance with the provisions set forth in this RFP. A Firm Fixed Price contract will be awarded to the one offeror selected considering the requirements of the Statement of Work as evaluated under this section.

#### 1.3 EVALUATION PROCESS;

(1) Award will be made to the responsive and responsible offeror, whose proposal conforms to the solicitation and is within a Technical/Price competitive range as determined by the Contracting Officer and has been evaluated as most advantageous to the Government. Each proposal will be evaluated with respect to Management and Past Performance to establish overall merit. The Management Factor is more important than the Past Performance Factor. Management and Past Performance Factors are more important than the Cost/Price Factor.

(2) It is contemplated that discussions will be conducted with all offerors determined to be in the competitive range. However, the Government may award a contract based on initial offers received, without discussions of such offers. Accordingly, each initial offer shall be submitted on the most favorable terms which the offeror can submit to the Government.

(3) The right is reserved to accept other than the lowest price offered and to reject any or all offerors.

(4) The Government survey team may verify any information provided in the proposal to better evaluate the offeror's ability to perform.

(5) Selection of a contractor will be made by an integrated assessment of the proposals submitted. The integrated assessment will involve a determination by the Government of the overall merit of each offeror's proposal, recognizing that the subjective judgment on the part of the Government evaluators is implicit in the entire process. An award will be made as a whole to the offeror whom the Government determines can accomplish the necessary work to satisfy the objective and requirements.

(6) Price is not expected to be the controlling factor in the selection of a Contractor for this solicitation. However, as the evaluated merits of competing technical proposals becomes more equal total price and other price factors could become more important in the selection. Total price and other price factors could become the deciding factor for selection, depending upon whether the most acceptable technical proposal was determined to be worth the cost differential, if any.

(7) Negotiated Procurement. In negotiated procurements, "bid" and "bidder" shall be construed to mean "offer/proposal" and "offeror".

1.4 EVALUATION FACTORS: Proposals shall be evaluated on the basis of the following technical criteria. Within the technical criteria are the subfactors that will be evaluated in descending order of importance. Price will be considered separately from and secondary to technical criteria.

#### 1.5 TECHNICAL CRITERIA:

(1) Program Administrator - experience and credentials of the individual identified as the lead for program implementation.

- f. General Experience
  - b. Specific training and sensitivities for coaching/counseling Management Interns in their Individual Development Plan (IDP) development and achievement, dispute resolution and group interaction.
  - g. Experience and credentials for managing long term graduate level training programs at the Program Administrator level and institution level for mid-career adults.
  - h. Experience and credentials for addressing leadership and management at the Program Administrator level and institution level involving Federal agency/Corps of Engineers programs.
- (2) Quality of Proposed Program - specific merits and potential of the proposed program to meet Nashville District Corps of Engineers objectives.
  - g. Effectiveness of design
  - b. Innovation
  - c. Proposed lecturers/speakers - credentials and balance of government, business, industry and academic representatives.
  - d. Other training (readings, tests, software, trips, etc.).
  - f. Responsiveness to Nashville District Corps of Engineers objectives.
- (3) Organization Experience/Capability with similar programs.
  - d. Program administration of long-term college level training for mid-career adults.
  - e. Involvement in leadership/management training.

1.6 PAST PERFORMANCE: Past performance references shall be evaluated to determine contractor's capability to do the work and responsibility to ensure contract performance.

1.7 PRICE PROPOSAL: The price proposal will be reviewed for completeness and compatibility with the technical proposal. The reasonableness of each offeror's price proposal will be evaluated based on the Government's cost estimates and the offeror's technical approach to the scope of work. Even though the total contract price will be evaluated, the primary emphasis will not be placed only on the lowest bid, except as mentioned above.

1.8 CONTENT OF PROPOSALS: Prepare your proposals in strict accordance with the guidelines set forth in Section L. Proposals will be accepted and considered only from those firms who have submitted complete and effective information pursuant to the requirements set forth in this solicitation. Your proposal should be submitted in two separate parts:

- (1) Technical proposal and past performance references
- (2) Price Proposal



